

Exhibit VIII.C.2.b – Status of Land

Submit as Exhibit VIII.C.2.b. copies of any lease, deed, option, or other documentation and provide an explanation as to the status of the land upon which the proposed Gaming Facility will be constructed. If the Applicant does not currently possess an ownership interest in the land, provide an agreement and description of its plan as to how it intends to own or acquire, within sixty (60) days after a License has been awarded, the land where the Gaming Facility is proposed to be constructed. Further, state whether the land that the Applicant purchased or intends to purchase is publicly owned.



OPTION AGREEMENT TO SELL AND ACQUIRE REAL ESTATE

Seller hereby grants the Purchaser the exclusive and irrevocable Option to Acquire Real Property (the "Option") on the terms and conditions set forth herein for a period of one year from the date of the full execution and delivery of this Option Agreement (the "Option Term") as set forth below.

SELLER: **LAD ENTERPRISES, LLC**, 96 Thompson Hill Road, Rensselaer, New York 12144

PURCHASER: **GREENBUSH CASINO ASSOCIATES LLC**, c/o Nolan & Heller, 39 North Pearl Street, Albany, New York 12207

OPTION

PAYMENTS:

(A) Simultaneously with the execution of this Option, Purchaser shall deliver to Seller and Seller will acknowledge that Seller has received the sum of Three Hundred Thirteen Thousand Three Hundred Twenty and 00/100 Dollars (\$313,320) as the option fee due under this Agreement (the "First Option Fee"). Even if Purchaser does not buy the Property it is agreed that the First Option Fee is not refundable. Further, Purchaser and Seller acknowledge that only Two Hundred Sixty-three Thousand Three Hundred Twenty and 00/100 (\$263,320) of the First Option Fee (the "First Applicable Sum") shall be applicable to and reduce the Purchase Price at closing (defined below).

(B) Within two (2) business days following the approval by the Town of East Greenbush Planning Board (or administratively through the Building Inspector or Planning Department, if possible) of the release of the Restrictions (as defined in Section 15 of this Option), Purchaser shall deliver to Seller and Seller will acknowledge that Seller has received the sum of Two Hundred Sixty-three Thousand Three Hundred Twenty and 00/100 Dollars (\$263,320) as an additional option fee due under this Agreement (the "Second Option Fee") (collectively, the First Option Fee and the Second Option Fee are called the "Option Fee"). Even if Purchaser does not buy the Property it is agreed that the Option Fee is not refundable. Further, Purchaser and Seller acknowledge that the entire Second Option Fee shall be applicable to and reduce the Purchase Price at Closing (defined below). Failure of the Purchaser to make timely and prompt payment of the Second Option Fee shall mean that the Purchaser has elected to cancel the Option and that the Option shall automatically be of no further force and effect.

PREMISES: The properties that are the subject of this Option are the following properties in the Town of East Greenbush, Rensselaer County, New

York:

SBL #144.20-1-1; SBL #144.20-1-1/1; SBL#144.20-1-2; SBL#144.20-1-3; SBL#144.20-1-4; SBL#144.20-1-5; SBL#144.20-1-6; SBL#144.20-1-7; SBL#144.20-1-8; SBL#144.20-1-9; SBL#144.20-1-10; SBL#144.20-1-11; SBL#144.20-1-12; SBL#144.20-1-13; SBL#144.20-1-14; SBL#144.20-1-15; SBL#144.20-1-16; SBL#144.20-1-19; SBL#144.20-1-21; SBL#144.20-1-22; SBL#144.20-1-23; and SBL #144.20-1-24 (the aforementioned are collectively hereinafter called the "Properties").

NOTICE: If Purchaser elects to purchase the Property, Purchaser must notify Seller on or before the last day of the Option Term (the "Notification Date"). Notice of the exercise of this Option must be in writing and sent together with the down payment, by certified mail or overnight courier (such as FedEx or UPS) to Seller at the above address or delivered personally to Seller. If Purchaser does not notify Seller on or before the Notification Date, Purchaser's right to purchase the Properties shall terminate and be forever null and void.

PURCHASE PRICE: The purchase price for the Property is Five Million Two Hundred Sixty-six Thousand Four Hundred and 00/100 Dollars (\$5,266,400) payable as follows: (1) \$800,000 additional non-refundable deposit upon Purchaser's sending notice to the Seller that Purchaser has elected to purchase the Properties (to be held in escrow); and (2) the balance of the purchase price after reduction of the First Applicable Sum and Second Option Fee, if paid, shall be paid in certified check, wire or cash at the Closing.

BROKER: Purchaser and Seller represent and warrant to each other that no real estate broker was involved with the transaction set forth in this Option (the "Broker Representation"). The Purchaser and the Seller shall indemnify, defend and hold the other party harmless from any breach of the Broker Representation.

OTHER PROVISIONS:

1. The Property is to be conveyed subject to: (a) Building and zoning regulations; (b) Conditions, agreements, restrictions and easements of record; (c) Any state of facts an inspection or survey of the Property may show as long as it does not make the title to the property unmarketable; and (d) Unpaid assessments payable after the date of the transfer of title.

2. Seller may pay and discharge any liens and encumbrances not permitted under this Option Contract. Seller may make payment out of the balance of the Purchase Price paid by the Purchaser upon the transfer of title.
3. At the Closing, Seller shall deliver to Purchaser a bargain and sale deed so as to convey good and marketable title to the Property free and clear of all liens and encumbrances except as stated in this Option. The deed shall be prepared, signed and acknowledged by Seller and transfer tax in the correct amount shall be paid at closing, all at Seller's expense.
4. The following are to be apportioned as of the date of delivery of the deed: (a) Taxes, water rates and sewer rents based upon the fiscal period for which assessed.
5. If there is a water meter on the Property, Seller shall furnish a reading to a date not more than thirty days prior to the time herein set for closing. The unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of this last reading. Seller agrees to cooperate in obtaining water reconciliation.
6. If Seller is unable to convey title in accordance with this Option, Seller's only liability is to refund all money paid for the price of the Option, and any down payment paid by Purchaser. If Seller is able to convey title but fails to proceed, Purchaser shall have any and all remedies available at law or in equity, including but not limited to an action for specific performance. For purposes of this Option, the inability to remove the Restrictions is not a defect in title.
7. The Closing will take place at the office of the Purchaser's bank attorney and/or Seller's attorney office no later than thirty (30) days after the date of delivery of the notice of decision to buy the Property.
8. Purchaser represents that Purchaser has not dealt with any broker in connection with this sale and/or option.
9. This Option Agreement may not be changed or terminated orally.
10. This Option Agreement shall apply to and bind the distributees, executors, administrators, successors and assigns of the Seller and Purchaser. If there are more than one Purchaser or Seller the words "Purchaser" and "Seller" used in this Option Agreement includes them. Purchaser may assign this Option to any affiliate entity owned at least 50% by Purchaser such that James Featherstonhaugh continues to have a management role.
11. The parties agree that this Option Agreement may not be recorded but may be provided to the New York State Gaming Commission (the "Commission") and other required governmental entities.
12. Seller hereby grants to the Purchaser the right to make all applications necessary to the Town of East Greenbush and applicable Planning and Zoning Board or other governmental body as may be necessary to allow the Purchaser to develop the a casino and related amenities on the lands described in: (a) a certain Deed dated April 24, 2014

and recorded in the Office of the Rensselaer County Clerk on April 29, 2014 in Liber 7137 at Page 31; (b) a certain Deed dated April 18, 2014 and recorded in the Office of the Rensselaer County Clerk on April 23, 2014 in Liber 7132 at Page 162; and (c) a certain Deed dated April 18, 2014 and recorded in the Office of the Rensselaer County Clerk on April 23, 2014 in Liber 7132 at Page 166 (the "Governmental Approvals"). The Sellers shall execute any and all necessary authorizations necessary to obtain the Governmental Approvals for the Properties. The Seller will assist and cooperate, at no expense to the Seller, in the Purchaser's efforts to obtain the Governmental Approvals and the release of the Restrictions, including participating in a joint application, if required.

13. It is acknowledged and agreed the Parties' obligations under this Agreement are contingent upon the Seller acquiring an authorization from the respective owners of SBL#144.20-1-17 (Maney) and SBL#144.20-1-18 (Hart) (collectively, the "Outside Parcels") to amend the Subdivision Maps (as hereinafter defined) to remove the Restrictions (as hereinafter defined) (the "Outside Parcel Consent"). In connection with the Outside Parcel Consent, the Purchaser acknowledges and agrees that the following sums shall be paid to the Seller: (a) at the execution of this Option - \$50,000 which shall be paid by Seller equally to Hart and Maney; and (b) the sum of \$150,000 the Closing which shall be paid by Seller equally to Hart and Maney (collectively, the "Outside Parcel Consent Payment") which Outside Parcel Consent Payment shall be in addition to the Purchase Price and shall be a condition precedent to the Seller's obligation to convey the Properties. Notwithstanding anything herein to the contrary, the Outside Parcel Consent Payment shall not be applicable against the Purchase Price. The Seller covenants and agrees that it will make prompt payment to the owners of the Outside Parcels of all of the installments of the Outside Parcel Consent Payment.
14. Seller Leaseback/Repurchase Right. Notwithstanding anything herein to the contrary, the Seller shall not be obligated to convey any portion of the Properties to the Purchaser unless and until the Purchaser has executed and delivered a binding and recordable repurchase option in favor of the Seller and/or its assigns (the "Seller Repurchase Right") which covers all of the following properties at the following repurchase prices:

LAD Retained Lots

SBL#144.20-1-16	\$228,000
SBL#144.20-1-15	\$228,000
SBL#144.20-1-14	\$228,000

<u>Mansion Parcel of Approximately 3 acres</u>	\$900,000
<u>Additional Acres West</u>	\$ 96,000

As part of the Governmental Approvals, the Parties will jointly determine if the Mansion Parcel can be considered a legal parcel with frontage on the user road known as Thompson Hill Road without the Additional Acres West. The Parties agree to work cooperatively to ensure that Mansion Parcel is a free standing legal parcel including the right to reacquire the Additional Acres West subject to any easement rights required by the Purchaser over such Additional Acres West.

Notwithstanding anything herein to the contrary, in connection with the Seller Repurchase Right, the Seller is not required to exercise the right to acquire all of the Repurchase Properties and may, in its sole and absolute discretion, exercise the right to acquire any of the Repurchase Properties, none of the Repurchase Properties and/or all of the Repurchase Properties as determined by the Seller in its sole and absolute discretion. In connection with the receipt of the Governmental Approvals, the size and configuration of the Mansion Parcel and Additional Acres West will be finally determined as part of the Governmental Approvals and receipt of the release of the Restrictions, except that the Seller and the Purchaser agree that the configuration and access to the Mansion Parcel attached as Exhibit "A" is generally acceptable. The configuration of the Additional Acres West is attached hereto as Exhibit "A" which is acceptable to both the Purchaser and the Seller. The Purchaser and the Seller each acknowledge and agree that in connection with the Purchaser's attempt to procure the Governmental Approvals certain minor and non-material adjustments to the lot size and configuration of the Mansion Parcel will be required to obtain the Governmental Approvals and the release of the Restrictions and that the Seller and the Purchaser will not unreasonably withhold, condition and/or delay their approval of such minor and non-material adjustments to the lot size and configuration of the Mansion Parcel. The Purchaser agrees to keep the Seller advised of its attempt to obtain Governmental Approvals. The Parties agree that there shall be no adjustment of the size and configuration of the Outside Parcels and the LAD Retained Lots. The Repurchase of the Additional Acres West will be subject to the dedication of portions of the Additional Acres West for public highway purposes.

15. Cancellation of Subdivision Map and Removal Forever Wild Restriction. The Purchaser acknowledges receipt of the Seller subdivision and site plan map that were filed with the Rensselaer County Clerk's Office on January 16, 2014 as Thompson Way Subdivision in Drawer 2014 Map 4 (the "Subdivision Maps"). It is acknowledged and agreed by the Purchaser that in connection with the subdivision of the lands constituting the Properties, the Seller was required to dedicate a portion Properties as "forever wild". The portion of the Properties that are forever wild is reflected on the Subdivision Maps (the "Restrictions"). In connection with the right of the Purchaser to obtain Governmental Approvals set forth in Section 12 above, the Seller authorizes the Purchaser to obtain a release of the Restrictions which shall be accomplished at the sole cost and expense of the Purchaser. In connection with the receipt of the Governmental Approvals, the Purchaser covenants and agrees that it will use reasonable commercial efforts to obtain the Governmental Approvals. The Purchaser further covenants and

agrees that it will, at no cost to the Seller, if required by the applicable governmental entity, dedicate the amount of reasonably required replacement property necessary to replace the portion of the Properties that are reflected on the Subdivision Map as "forever wild" so as to eliminate the Restrictions on the Properties. Notwithstanding anything herein to the contrary, the Purchaser acknowledges and agrees that it shall not be able to vest and/or file a revised subdivision map for the Properties unless and until the Purchaser has exercised the Option, fulfilled all of the terms, covenants and conditions of this Option and acquired to title to the Properties subject to the provision of the Seller Repurchase Right in Section 14.

16. Leaseback of Mansion Parcel. After the Closing, the Seller may continue to occupy the building improvements on the Mansion Parcel at no rent for a period of three years, except that the Seller shall be responsible for the payment of the real estate taxes, operating and maintenance costs, utilities and providing insurance on the building improvements and liability insurance coverage with limits and coverage acceptable to the Purchaser.
17. Seller's Legal and Engineering Fees. In connection with the execution, delivery and negotiation of this Agreement and the fulfillment of any of the terms, covenants and conditions of this Agreement, the Purchase shall pay the Seller's reasonable legal fees and engineering costs incurred by the Seller to obtain the amendment of the Subdivision Maps and the release of the Restrictions, and the Seller shall not seek reimbursement of the legal and engineering to obtain the Subdivision Map.
18. Access for Testing and Environmental Testing. In connection with the Governmental Approvals and applications to the Commission, the Seller shall provide the Purchaser and its agents, employees and consultant with access to the Properties so that the Purchaser may conduct tests of the Properties. The Purchaser shall indemnify, defend and hold the Seller harmless from any and all claims, liability or cause of action as a result of the Purchaser's testing of the Properties. Prior to the entry on the Properties, the Purchaser shall cause its agents to deliver evidence of liability insurance in the amount of not less than \$2,000,000 which shall list the Seller as an additional insured.
19. In connection with the construction of the improvements to be construction on the Purchaser's properties which constitute its proposed project, the Purchaser shall, at its sole cost and expense, repave and reconfigure the parking lot and access to the Mansion Parcel to the extent required by the Town of East Greenbush Planning Board as reflected on the Revised Subdivision Map. The obligation under this Section 19 shall expressly survive the exercise of this Option and the acquisition of the Properties.
20. The Seller represents and warrants that it owns the Properties and to the best of its knowledge, Maney and Hart own the Outside Parcels. The Seller has full authority to perform its obligations under this Agreement.

Seller and Purchaser have executed this Option Agreement as of the date below:

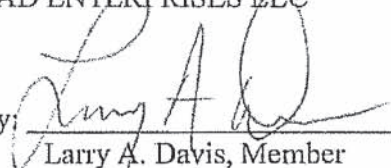
SELLER

PURCHASER

LAD ENTERPRISES LLC

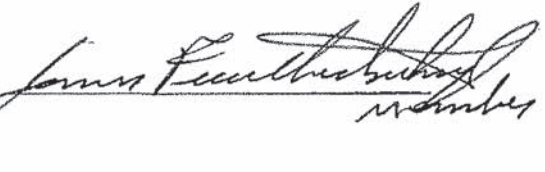
GREENBUSH CASINO ASSOCIATES LLC

By:



Larry A. Davis, Member

By:




member

Date: June 11, 2014

Date: June 11, 2014

WITNESS

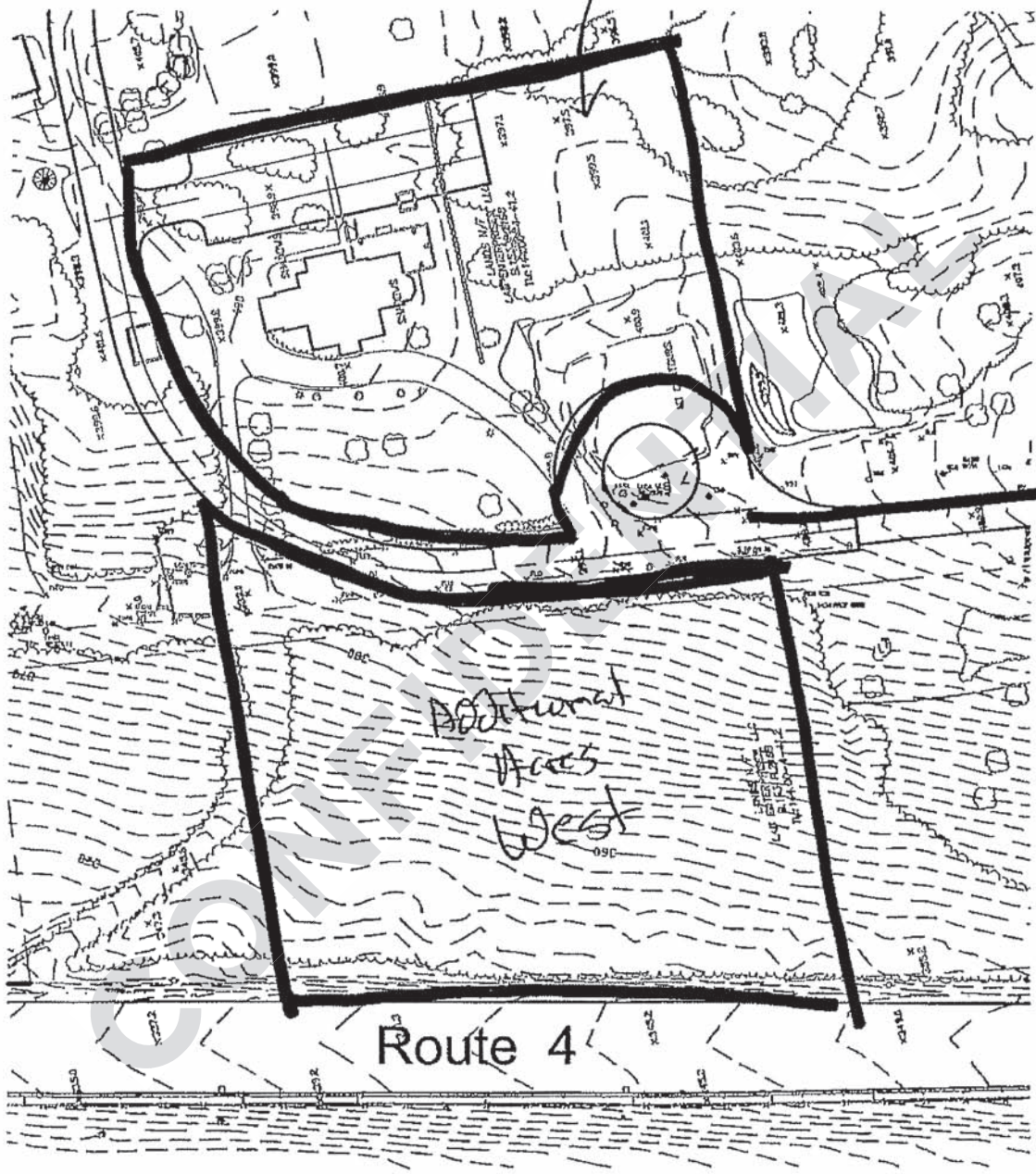


WITNESS



CONFIDENTIAL

Mansion
Parcel



Public
Road

Agricultural
Acres
West

Route 4

Rensselaer County
Frank J Merola
County Clerk
Troy, New York 12180

Doc#: 00454505
Bk: 7132 Pg: 166



Volm-7132 Pg-166

Instrument Number: 2014- 00454505

Recorded On: April 23, 2014

As
Deed

Parties: VILLAGE AT THOMPSON HILL LLC
To
GREENBUSH GB ASSOCIATES LLC

Billable Pages: 3

Recorded By: SNEERINGER PROVOST & REDGRAVE

Num Of Pages: 4

Comment:

**** Examined and Charged as Follows: ****

Deed	55.00	Coversheet	5.00	RP5217 Residential	125.00
TP584 Affidavit	5.00				
Recording Charge:	190.00				
	Amount	Consideration Amount	RS#/CS#		
Tax-Transfer	3,600.00	900,000.00	RS 2738	Basic	0.00
EAST GREENBUSH				Local	0.00
				Additional	0.00
				Special Additional	0.00
				Transfer	3,600.00
Tax Charge:	3,600.00				

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Rensselaer County, NY

File Information:

Document Number: 2014- 00454505
Receipt Number: 901637
Recorded Date/Time: April 23, 2014 09:12:12A
Book-Vol/Pg: Bk-R VI-7132 Pg-166
Cashier / Station: b G / Cashier Station 2

Record and Return To:

NOLAN HELLER
ATTN RICHARD BURNSTEIN
39 N PEARL ST
ALBANY NY 12207



Frank J. Merola
Rensselaer County Clerk

E.G.
144.-4-31

tamps

THIS INDENTURE, Made the 18th day of April, 2014

BETWEEN VILLAGE AT THOMPSON HILL LLC of 14 Corporate Woods Blvd., Albany, New York 12211, party of the first part, and

GREENBUSH GB ASSOCIATES LLC of C/O Nelson Heller, 39 N. Pearl Street, Albany, NY 12207 party of the second part

WITNESSETH, that the party of the first part, in consideration of ONE and 00/100 Dollars, (\$1.00) lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

FOR TAX MAP NUMBER 144.-4-31:

ALL THAT TRACT OF PARCEL OF LANDS, with the appurtenances situate in the Town of East Greenbush, County of Rensselaer, and State of New York, bounded and described as follows:
BEGINNING at a stake standing in the northeast corner of the herein described parcel of land which stake is distant 112 ft. 2 inches from the northeasterly corner of the frame dwelling on a course bearing north 76 degrees 41 minutes east and runs thence south 8 degrees 15 minutes, west 206 feet to a stake, thence north 81 degrees 45 minutes, west 454 feet to an iron bar in the easterly line of the old road, thence northerly along the easterly line of said road 214 feet to an iron pipe: thence south 81 degrees 45 minutes to east, 421 feet to the place of beginning, containing 89.485 square feet of land be the same more or less, as surveyed by John Flynn, Jr. C.E. Nov. 24th, 1934.

ALSO all that certain piece or parcel of land with the buildings and improvements thereon situate in the town of East Greenbush, County of Rensselaer, State of New York, bounded and described as follows: BEGINNING at a point in the southeasterly corner of the approximately 2-1/2 acre parcel of land which was conveyed to William L. Thompson, Jr. by Martha Groome Thompson on December 4, 1934, which was recorded in Liber 542 Page 354 on January 9, 1935 in the Rensselaer County Clerk's Office and from thence in a westerly direction along the southern line of the lands conveyed by Martha Groome Thompson to William Leland Thompson Junior which was described above and is recorded in the Rensselaer County Clerk's Office in Liber 542 at page 354 until the intersection of said lands with the east line of the Old Troy Road said distance being approximately 454' +/- pursuant to the distance given in the deed from Martha Groome Thompson (Liber 542 Page 354) and thence in a southwesterly direction along the easterly line of the Old Troy Road for a distance of approximately 85' to the northwestern corner of the adjoining lands owned by W.P.O.W. Inc. and referred to as "Parcel 1" on a survey done by Daniel R. Hershberg, Professional Engineer and Land Surveyor on July 16, 1976, which was revised on August 3, 1976 and again on October 11, 1976 and approved by the Planning Board of the Town of East Greenbush on November 16, 1976 and filed with the Rensselaer County Clerk, File Number 76-229D; thence South 79 deg 26' East, 281.0 feet to a steel pin; thence North 10 deg 34' East, 78.0 feet to a steel pin; thence South 79 deg 26' East, 50.0 feet to a steel pin, thence South 10 deg 34' West, 49.69 feet to a steal pin; thence South 81 deg 30' East, 95.00 feet; thence in a southwesterly direction for a distance of approximately 67.60 feet until the place of beginning.

TOGETHER WITH, IN COMMON WITH OTHERS, AND SUBJECT TO THE TERMS AND PROVISIONS OF A SEWER EASEMENT AND RIGHT OF WAY DATED 9/11/03 RECORDED IN LIBER 5543, PAGE 177 ON 7/21/10 IN THE RENSSELAER COUNTY CLERK'S OFFICE.

BEING the part of the same premises conveyed to the party of the first part from RICHARD BOUCHER LYND by deed dated 4/18/14 recorded simultaneously with this deed in the Rensselaer County Clerk's Office.

This conveyance is made in the ordinary course of business actually conducted by the party of the first part and is made with the unanimous consent of its Members.

This conveyance is made subject to enforceable covenants, conditions, restrictions and easements of record.

Doc# 00454505
Bk# 7132 Pg# 167

R+E to:
Richard Burnstein
Nelson Heller
39 N. Pearl Street
Albany, NY 12207

A-0126217

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.


AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

CONFIDENTIAL

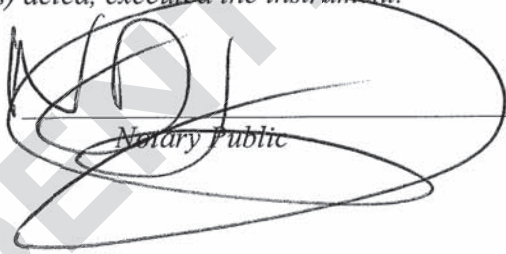
WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

VILLAGE AT THOMPSON HILL LLC

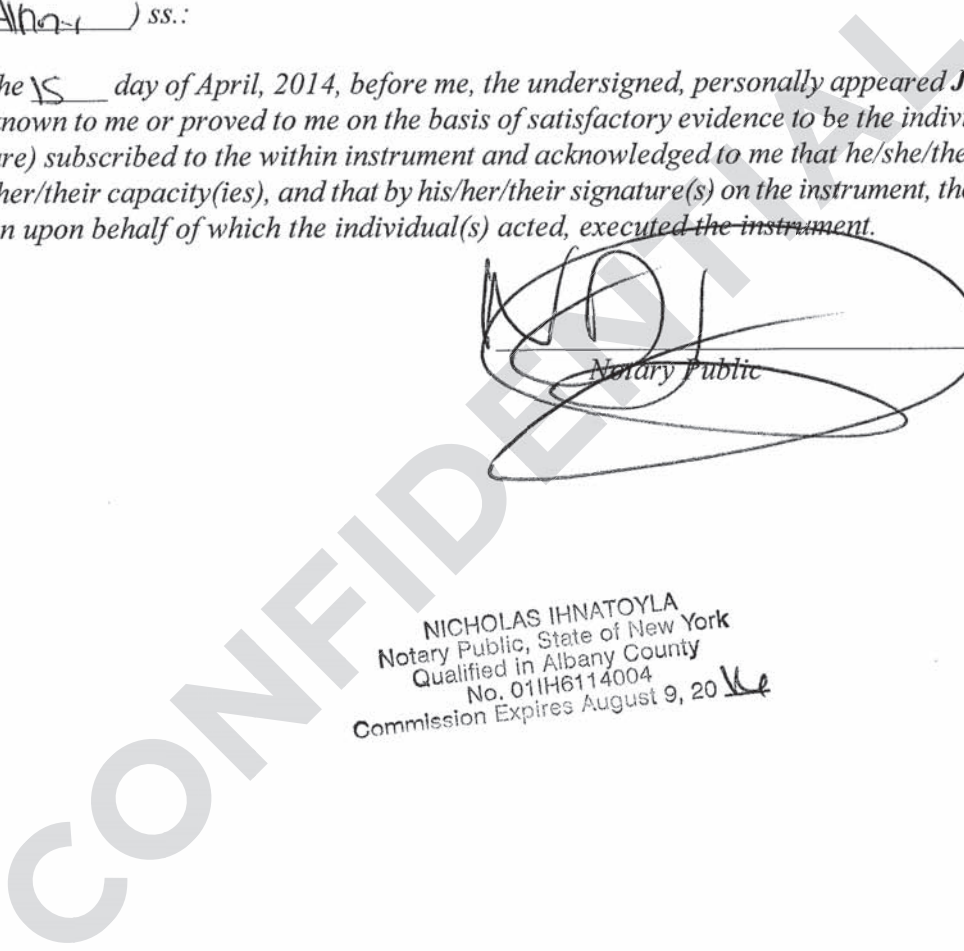

By: Joseph Sausto
Its: Manager

State of New York)
County of Albany) ss.:

On the 15 day of April, 2014, before me, the undersigned, personally appeared **Joseph Sausto**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public

NICHOLAS IHNATOYLA
Notary Public, State of New York
Qualified in Albany County
No. 011H6114004
Commission Expires August 9, 2016



Rensselaer County
Frank J Merola
County Clerk
Troy, New York 12180

Doc#: 00454504
Bk: 7132 Pg: 162



Volm-7132 Pg-162

Instrument Number: 2014- 00454504

Recorded On: April 23, 2014

As
Deed

Parties: VILLAGE AT THOMPSON HILL LLC
To
GREENBUSH GB ASSOCIATES LLC

Billable Pages: 3

Recorded By: SNEERINGER PROVOST & REDGRAVE

Num Of Pages: 4

Comment:

**** Examined and Charged as Follows: ****

Deed	55.00	Coversheet	5.00	RP5217 Commercial	250.00
TP584 Affidavit	5.00				
Recording Charge:	315.00				
	Amount	Consideration Amount	RS#/CS#		
Tax-Transfer	4,400.00	1,100,000.00	RS 2737	Basic	0.00
EAST GREENBUSH				Local	0.00
				Additional	0.00
				Special Additional	0.00
				Transfer	4,400.00
Tax Charge:	4,400.00				

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Rensselaer County, NY

File Information:

Document Number: 2014- 00454504
Receipt Number: 901637
Recorded Date/Time: April 23, 2014 09:10:21A
Book-Vol/Pg: Bk-R VI-7132 Pg-162
Cashier / Station: b G / Cashier Station 2

Record and Return To:

NOLAN HELLER
ATTN RICHARD BURNSTEIN
39 N PEARL ST
ALBANY NY 12207



Frank J. Merola
Rensselaer County Clerk

E.G.
144-4-41.1

stamps

THIS INDENTURE, Made the 18th day of April, 2014

BETWEEN VILLAGE AT THOMPSON HILL LLC of 14 Corporate Woods Blvd., Albany, New York 12211, party of the first part, and

GREENBUSH GB ASSOCIATES LLC of Clonidine Heller 39 N. Pearl Street Albany, NY 12207 party of the second part

WITNESSETH, that the party of the first part, in consideration of ONE and 00/100 Dollars, (\$1.00) lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

FOR TAX MAP NUMBER 144-4-41.1: All that tract or Parcel of Land situate in the town of East Greenbush, County of Rensselaer and State of New York described as follows: BEGINNING AT A POINT IN THE EASTERLY BOUNDS OF THOMPSON HILL ROAD, SAID POINT BEING IN THE DIVISION LINE BETWEEN THE LANDS NOW OR FORMERLY OF RED HOUSE FARM, INC., TO THE NORTH AND THE LANDS NOW AND FORMERLY OF DANIEL BAZINET AS DESCRIBED IN LIBER 3844 AT PAGE 166 TO THE SOUTH;

THENCE RUNNING ALONG THE EASTERLY BOUNDS OF THOMPSON HILL ROAD, N.09 deg. 00' 17" E., A DISTANCE OF 103.54 FEET TO A POINT ON THE DIVISION LINE BETWEEN LAD ENTERPRISES LLC., AS DESCRIBED IN LIBER.153 AT PAGE 2108 TO THE NORTH AND THE HEREIN DESCRIBED TO THE SOUTH;

THENCE RUNNING ALONG THE DIVISION LINE OF LAD ENTERPRISES LLC., TO THE NORTH, WEST, AND SOUTH AND THE HEREIN DESCRIBED PARCEL TO THE SOUTH, EAST, AND NORTH THE FOLLOWING THREE (3) COURSES AND DISTANCES;

- (1) N.83 deg. 58' 37" E., A DISTANCE OF 543.10 FEET TO A POINT;
- (2) N.09 deg. 10' 37" E., A DISTANCE OF 965.05 FEET TO A POINT;
- (3) S.87 deg. 33' 52" W., A DISTANCE OF 163.50 FEET TO A POINT;

THENCE ALONG THE DIVISION LINE BETWEEN THE LANDS NOW OR FORMERLY OF RICHARD LYND, AS DESCRIBED IN LIBER 426 AT PAGE 1690 TO THE WEST AND SOUTH AND THE HEREIN DESCRIBED PARCEL TO THE EAST AND NORTH THE FOLLOWING THREE (3) COURSES AND DISTANCES;

- (1) N. 12 deg. 01' 42" E., A DISTANCE OF 92.88 FEET TO A POINT;
- (2) N. 04 deg. 20' 22" W., A DISTANCE OF 206.00 FEET TO A POINT;
- (3) S. 85 deg. 39' 38" W., A DISTANCE OF 409.03 FEET TO A POINT LOCATED IN THE EASTERLY BOUNDS OF THOMPSON HILL ROAD;

THENCE ALONG THE EASTERLY BOUNDS OF THOMPSON HILL ROAD THE FOLLOWING FIVE (5) COURSES AND DISTANCES;

- (1) NORTHERLY, AND ALONG A CURVE TO THE LEFT WITH A RADIUS OF 795.72 FEET FOR AN ARC DISTANCE OF 144.30, SAID CURVE IS SUBTENDED BY AN ANGLE OF 10 deg. 23' 25" TO A POINT;
- (2) N. 09 deg. 08' 50" W., A DISTANCE OF 249.92 FEET TO A POINT
- (3) N. 08 deg. 14' 40" W., A DISTANCE OF 64.79 FEET TO A POINT;
- (4) N. 08 deg. 00' 16" W., A DISTANCE OF 59.28 FEET TO A POINT;
- (5) N. 07 deg. 42' 06" W., A DISTANCE OF 107.98 FEET TO A POINT IN THE INTERSECTION OF THE EASTERLY BOUNDS OF THOMPSON HILL ROAD AND THE EASTERLY BOUNDS OF TROY ROAD ALSO KNOWN AS N.Y.S HIGHWAY ROUTE 4;

THENCE ALONG THE EASTERLY BOUNDS OF TROY ROAD ALSO KNOWN AS N.Y.S. HIGHWAY ROUTE 4, N. 12 deg. 19' 27" E., A DISTANCE OF 24.29 FEET TO A POINT;

THENCE ALONG THE DIVISION LINE BETWEEN THE LANDS NOW OR FORMERLY OF WILLIAM AND JUDITH GUILBO AS DESCRIBED IN LIBER 1673 AT PAGE 13, N.76 deg. 50' 27" E., A DISTANCE OF 221.55 FEET TO A POINT;

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Bk: 7132 Pg: 163

Rs to:
Richard Burnstein
Nolan Heller
39 N. Pearl Street
Albany, NY 12207

A-026217

THENCE ALONG THE DIVISION LINE OF HIGHGATE MANOR GROUP LLC AS DESCRIBED IN LIBER 179 AT PAGE 2427 TO THE NORTH AND THE HEREIN DESCRIBED PARCEL TO THE SOUTH, N. 76 deg. 31' 31" E., A DISTANCE OF 785.46 FEET TO A POINT;

THENCE ALONG THE DIVISION LINE BETWEEN THE LANDS NOW OR FORMERLY OF RUTH POTTER AS DESCRIBED IN LIBER 1565 AT PAGE 285 TO THE NORTH, AND EAST AND THE HEREIN DESCRIBED PARCEL TO THE SOUTH AND WEST THE FOLLOWING TWO (2) COURSES AND DISTANCES;

- (1) N. 89 deg. 41' 42" E., A DISTANCE OF 1017.15 FEET TO A POINT;
- (2) S. 04 deg. 46' 30" W. A DISTANCE OF 786.85 FEET TO A POINT;

THENCE ALONG THE DIVISION LINE BETWEEN EGV REALTY INC. AS DESCRIBED IN LIBER 1697 AT PAGE 134 TO THE SOUTH, EAST, AND SOUTH, AND THE HEREIN DESCRIBED PARCEL TO THE NORTH, WEST, AND NORTH THE FOLLOWING THREE (3) COURSES AND DISTANCES;

- (1) N. 82 deg. 01' 28" W., A DISTANCE OF 133.09 FEET TO A POINT;
- (2) S. 04 deg. 58' 32" W., A DISTANCE OF 1308.68 FEET TO A POINT;
- (3) S. 83 deg. 58' 32" W., A DISTANCE OF 1608.42 FEET TO A POINT;

THENCE ALONG THE DIVISION LINE OF DANIEL BLAZINET AS DESCRIBED IN LIBER 3844 AT PAGE 166 TO THE WEST AND THE SOUTH AND THE HEREIN DESCRIBED PARCEL TO THE EAST AND NORTH THE FOLLOWING TWO (2) COURSES AND DISTANCES;

- (1) N. 07 deg. 10' 34" E., A DISTANCE OF 1.12 FEET TO A POINT;
- (2) S. 83 deg. 58' 37" W., A DISTANCE OF 154.07 FEET TO A POINT AND PLACE OF BEGINNING.

BEING the part of the same premises conveyed to the party of the first part from RED HOUSE FARM, INC. F/K/A UPPER & LOWER FARM, INC., by deed dated 4/18/14 recorded simultaneously with this deed in the Rensselaer County Clerk's Office.

This conveyance is made in the ordinary course of business actually conducted by the party of the first part and is made with the unanimous consent of its Members.

This conveyance is made subject to enforceable covenants, conditions, restrictions and easements of record.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

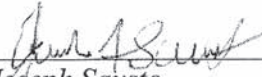
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

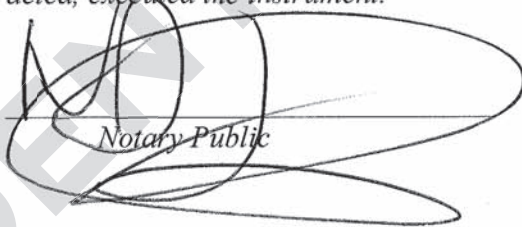
WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

VILLAGE AT THOMPSON HILL LLC


By: Joseph Sausto
Its: Manager

State of New York)
County of Albany) ss.:

On the 15 day of April, 2014, before me, the undersigned, personally appeared **Joseph Sausto**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public

NICHOLAS IHNATOYLA
Notary Public, State of New York
Qualified in Albany County
No. 01IH6114004
Commission Expires August 9, 2016

